



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Ordinance 19149**

**Proposed No.** 2020-0239.1

**Sponsors** Balducci

1 AN ORDINANCE approving and adopting the collective  
 2 bargaining agreement negotiated by and between King  
 3 County Washington State Nurses Association (Supervisors  
 4 and Managers - Department of Public Health) representing  
 5 employees in the aforementioned departments; and  
 6 establishing the effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between  
 9 King County and Washington State Nurses Association (Supervisors and Managers -  
 10 Department of Public Health) representing employees in the aforementioned departments,  
 11 which is Attachment A to this ordinance, is hereby approved and adopted by this  
 12 reference made a part hereof.

13 SECTION 2. Terms and conditions of the agreement shall be effective from  
 14 January 1, 2020 through and including December 31, 2020.

15

Ordinance 19149 was introduced on 7/21/2020 and passed by the Metropolitan King County Council on 8/18/2020, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer

Ordinance 19149

---

and Mr. Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
F8830816F1C4427...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of 9/1/2020, \_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...

Dow Constantine, County Executive

**Attachments:** A. Agreement Between King County and Washington State Nurses Association

# **ATTACHMENT A**

**AGREEMENT  
BETWEEN  
KING COUNTY**

**and**

**WASHINGTON STATE NURSES ASSOCIATION  
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH  
PUBLIC HEALTH - SEATTLE & KING COUNTY**

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ADDENDUM A: SALARY SCHEDULES

ADDENDUM B: MOA: 2020 CBA Successor Negotiations Stipulations

ADDENDUM C: MOA: Goal Hill Garage and King Street Center Parking Rates for Employees

Using Personal Vehicles

ADDENDUM D: MOA: Elimination of Meal Service in Jail Facilities

ADDENDUM E: MOA: WSNA Bargaining Unit FLSA Workweek Transition Agreement

**AGREEMENT**

**BETWEEN**

**KING COUNTY**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

**SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH**

**PUBLIC HEALTH - SEATTLE & KING COUNTY**

These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the Association) for all employees in the Department of Public Health - Seattle and King County (hereinafter referred to as Employer or the Department), defined by the classifications listed in Addendum A of this Agreement. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the Seattle-King County Department of Public Health and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Employer and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

**ARTICLE 2: NONDISCRIMINATION**

*Section 2.1 Gender-Neutral Language.* Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

1           **Section 2.2 Non-discrimination.** The County and the Association further agree that they will  
2 not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation,  
3 political ideology, creed, religion, ancestry, national origin, veteran’s status or the presence of any  
4 sensory, mental or physical disability, unless based on a bona fide occupational qualification  
5 reasonably necessary to the normal operation of the County.

6           **Section 2.3 Avenue of Redress.** Complaints or charges under this Article shall be pursued  
7 through appropriate equal employment opportunity agencies.

8 **ARTICLE 3: RECOGNITION AND BARGAINING UNIT MEMBERSHIP AND DUES**

9           **Section 3.1 Bargaining Unit.** The County hereby recognizes the Association as the exclusive  
10 collective bargaining representative for the purposes stated in RCW 41.56 of all employees employed  
11 within the bargaining unit defined by the classifications listed in Addendum A to this Agreement. This  
12 shall include all employment position types used by the County (e.g., career service, term-limited  
13 temporary, and short-term temporary).

14           **Section 3.2 Association Membership.** All employees covered under the terms of this  
15 Agreement may voluntarily join the Association as a member. The County agrees that the Association  
16 has the right to encourage all employees in the bargaining unit to become and remain members in good  
17 standing of the Association, and the Association accepts its responsibility to fairly represent all  
18 employees in the bargaining unit regardless of membership status. Neither party shall discriminate  
19 against any employee or applicant for employment on account of membership in or non-membership in  
20 any union or other employee organization.

21           **Section 3.3 Payroll Deduction.** Upon receipt of a written authorization individually signed by  
22 an employee voluntarily, the County shall deduct from the pay of such employee who has so  
23 authorized it the amount of dues and initiation fee or representational fees as certified by the  
24 Association and transmit the same to the Association by the tenth (10th) of the month following the  
25 payroll deduction date. The information will be provided in Excel, CSV or Tab Delimited format.

26           The County will refer all employee inquiries regarding dues deduction revocation to the  
27 Association. Employees may revoke their authorization for dues payroll deductions by written notice  
28 to the Association in accordance with the terms and conditions of their dues authorization form. Every

1 effort will be made to discontinue dues payroll deductions not later than the second payroll period after  
2 the County receives written confirmation from the Association that the terms of an employee's  
3 authorization regarding dues deduction revocation have been met.

4 The Association will indemnify, defend and hold the County harmless against any claims made  
5 and against any suit instituted against the County on account of any deduction of dues for the  
6 Association. The Association agrees to refund to the County any amounts paid to it in error on account  
7 of the deduction provision upon presentation of proper evidence thereof.

8 **Section 3.4 Non-discrimination.** No employee shall be discriminated against for any lawful  
9 Association activity, including serving on an Association committee or as local unit chairperson  
10 outside of scheduled working hours.

11 **Section 3.5 Visitation.** A representative of the Association may, after notifying the  
12 Department Official in charge who is outside of the bargaining unit, visit the work location of  
13 employees covered by this Agreement at any reasonable time for the purpose of investigating  
14 grievances. Such Association representative shall limit their activities during such investigation to  
15 matters relating to this Agreement. Department work hours shall not be used by employees or the  
16 Representative of the Association for the conduct of Association business or the promotion of  
17 Association affairs.

18 **Section 3.6 Bargaining Unit Roster.** On a quarterly basis (i.e. during the months of January,  
19 April, July, and October) King County payroll will provide the Association a complete list of  
20 employees covered by this Agreement. The list will include first name, last name, job classification,  
21 FTE status, rate of pay, adjusted service date, home address, and telephone number for each employee.  
22 The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

23 In addition, the County will provide a monthly roster list of new hires into the bargaining unit,  
24 and also a list of terminations. The monthly roster list of new hires shall include first name, last name,  
25 work email address, job classification, department, division, FTE status, and rate of pay. The  
26 information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

27 **Section 3.7 New Employee Orientation.** The local Association unit chairperson or designee  
28 will be allowed to meet during working hours for up to 30 minutes with a newly hired bargaining unit

1 employee within the new employee's (90) calendar days of employment per requirements in  
2 41.56.037, to provide information on the Association and the contract. Upon request by the  
3 Association, the County will allow a new employee time to meet with an Association representative  
4 within the first (12) calendar days of employment.

5 **Section 3.8 Paid Status for Negotiation Team Members.** Each employee who participates in  
6 bargaining as part of the WSNA bargaining team during the respective employee's work hours shall  
7 remain on County paid status for no more than one hundred fifty (150) hours of County paid release  
8 time for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred  
9 fifty (150) hours, WSNA will be responsible for requesting additional paid status hours for its  
10 negotiation team members employed by the County.

11 **Section 3.9 Public Records Requests.** When documents in an individual employee's  
12 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records  
13 request, the County will provide the employee notice of the request in advance of the release date. If  
14 the County receives a public records request for personal information for the entire membership of the  
15 Association working for the County, the County shall notify the Association as soon as possible, and if  
16 possible prior to the release of the information.

17 In response to a public records request made pursuant to RCW 42.56 for employee information,  
18 in accordance with RCW 42.56.250, the County will not release any information from personnel  
19 records and or public employment related records identified in RCW 42.56.250 about any employee  
20 including their residential address, residential phone numbers, personal phone numbers, personal email  
21 addresses, social security numbers, driver's license in response to a public records request.

22 **Section 3.10 Bulletin Boards.** The County agrees to provide bulletin boards in areas  
23 accessible to the members for the use of Association officers and stewards to post announcement of  
24 meetings, election of officers, and any other Association materials. No materials of a political nature  
25 can be posted. Information concerning union elections are not considered political in nature for  
26 purpose of this Section.

27 **Section 3.11 Electronic Devices.** The County will permit the Association officers and  
28 stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar



1 equipment to communicate regarding Union business related to King County. These communications  
2 will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The  
3 communications and the use of the County's equipment and systems must be brief in duration and  
4 frequency. In no circumstance shall use of the County's equipment or systems interfere with County  
5 operations, or result in additional expense to the County. The parties understand and agree there is no  
6 guarantee of privacy in the communications described herein and that such communications may be  
7 subject to disclosure under the Public Records Act.

#### 8 **ARTICLE 4: MANAGEMENT RIGHTS**

9       *Section 4.1* The right to hire, promote, discipline or discharge for just cause, improve  
10 efficiency and determine the work schedules and location of Department Headquarters are examples of  
11 management prerogatives. It is also understood that the Employer retains its right to manage and  
12 operate its Departments except as may be limited by an express provision of this Agreement. This  
13 Agreement shall not limit the right of the Employer to contract for services of any and all types,  
14 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually  
15 performed by regular employees, except on a temporary basis, without prior discussion in a meeting  
16 with an Association staff representative and the Conference Committee.

#### 17 **ARTICLE 5: GRIEVANCE PROCEDURE**

18       Management recognizes the importance and desirability of settling grievances promptly and  
19 fairly in the interest of continued good employee relations and morale and to this end the following  
20 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
21 possible level of supervision. Employees will be free from coercion, discrimination or reprisal for  
22 seeking a resolution of their grievances. The employee and the immediate supervisor are encouraged  
23 to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal  
24 grievance.

25       *Section 5.1 Definition.* A grievance shall be defined as an alleged violation of any of the  
26 express terms of this contract to include wages, hours and working conditions as specifically provided  
27 herein.

28       *Section 5.2 Process.*

1                   **Step 1. Supervisor.** A grievance shall be presented in writing by the aggrieved  
2 employee (and his/her selected representative if the employee wishes) within ten (10) working days of  
3 the occurrence, or the date the employee should have known of the occurrence, of such grievance to  
4 the employee's immediate supervisor. The written grievance shall state the act or omission which is  
5 the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement  
6 the employee believes was violated or misapplied, and the remedy requested. The immediate  
7 supervisor shall meet with the employee and his/her Association representative. The immediate  
8 supervisor will contact the employee and an Association representative within ten (10) working days of  
9 receipt of the written grievance, to schedule the meeting. Whenever possible, grievance meetings will  
10 be held during the employee's regular working hours. Every effort will be made to schedule this  
11 meeting to occur within twenty (20) working days of the receipt of the written grievance by the  
12 immediate supervisor. The supervisor may issue a decision based upon the information available at the  
13 time if the nurse is unable to attend a meeting in person within a reasonable period of time (60 days),  
14 except for extraordinary circumstances (e.g., where a nurse has a medically verifiable injury or illness).  
15 The supervisor shall notify the employee and the Association representative in writing of his/her  
16 decision within ten (10) working days after the meeting. If a grievance is not pursued to the next level  
17 within ten (10) working days of this notification, it shall be presumed resolved.

18                   **Step 2. Division Manager.** If after thorough discussion with the immediate supervisor  
19 the grievance has not been satisfactorily resolved, the employee and his/her Association representative  
20 shall then present the grievance to the Division Manager for investigation, discussion, and written  
21 reply. The Division Manager or designee shall meet with the employee and his/her Association  
22 representative. The Division Manager or designee will contact the employee and the Association  
23 representative within ten (10) working days of receipt of the written grievance, to schedule the  
24 meeting. Every effort will be made to schedule this meeting within twenty (20) working days of the  
25 receipt of the written grievance by the Division Manager. Whenever possible, grievance meetings will  
26 be held during the employee's regular working hours. The Division Manager or designee, after  
27 consulting with the Department Director, shall make a written decision available to the aggrieved  
28 employee with a copy mailed to the Association representative within ten (10) working days after the

1 meeting. If the grievance is not pursued to the next higher level within ten (10) working days from the  
2 Association's receipt of the Division Manager's written decision, it shall be presumed resolved.

3 **Step 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily  
4 resolved the grievance, the Association may submit the grievance in writing to the Director of the  
5 Office of Labor Relations in the King County Executive's Office. The Labor Relations Director or  
6 designee shall meet with the employee and his/her Association representative. The Labor Relations  
7 Director or designee will contact the employee and the Association representative within ten (10)  
8 working days of receipt of the written grievance, to schedule the meeting. The hearing shall be  
9 scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance.  
10 Whenever possible, grievance meetings will be held during the employee's regular working hours.  
11 The Labor Relations Director or designee, after investigation, shall make a written decision available  
12 to the aggrieved employee with a copy mailed to the Association representative within ten (10)  
13 working days after receipt of the Step 3 hearing. If the grievance is not pursued to the next higher  
14 level within ten (10) working days from the Association's receipt of the Department Director's or  
15 designee's written decision, it shall be presumed resolved.

16 **Step 4. Mediation and/or Arbitration.** Should the decision of the Labor Relations  
17 Director or designee not resolve the grievance, the parties, prior to submitting a dispute to arbitration,  
18 may agree to select a neutral third party to serve as mediator. This agreement shall be reached within  
19 fifteen (15) days of receipt of the Step 3 response by the Association. If such agreement cannot be  
20 reached, the Association may request arbitration within forty-five (45) days of receipt of the Step 3  
21 decision. If mediation is undertaken and is not successful, the Association may request arbitration  
22 within thirty (30) days after the mediator or one of the parties declares impasse. The arbitration  
23 request shall be submitted in writing to the Director of the Office of Labor Relations and must specify:

- 24 a. Identification of section(s) of Agreement allegedly violated.
- 25 b. Details or nature of the violation.
- 26 c. Position of party who is referring the grievance to arbitration.
- 27 d. Questions which the arbitrator is being asked to decide.
- 28 e. Remedy sought.

1           Should arbitration be chosen, the committee shall then select a third disinterested party to serve  
2 as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator  
3 shall be selected from a panel of eleven (11) arbitrators furnished by the Federal Mediation  
4 Conciliation Services. The arbitrator will be selected from the list by both the department  
5 representative and the Association, each alternately striking a name from the list until only one  
6 remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator  
7 shall be final and binding on both parties.

8           In connection with any arbitration proceeding held pursuant to this Agreement, it is understood  
9 as follows:

10                   1. The arbitrator shall have no power to render a decision that will add to, subtract  
11 from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to  
12 interpretation or application of the express terms of this Agreement, and all other matters shall be  
13 excluded from arbitration.

14                   2. No matter may be arbitrated which the County by law, has no authority over, has no  
15 authority to change, or has been delegated to any civil service commission or personnel board, as  
16 defined in the Revised Code of Washington, Chapter 41.56.

17                   3. The cost of the arbitrator shall be borne equally by the Employer and the  
18 Association, and each party shall bear the cost of presenting its own case. Each party shall bear the  
19 cost of its own attorneys' fees regardless of the outcome of the arbitration.

20           The parties agree to otherwise abide by the award made in connection with any arbitrable  
21 difference. Each party shall bear the cost of any witnesses appearing on that party's behalf.

22           **Section 5.3 Time Limits.** Failure by an employee, the Association or the Employer to comply  
23 with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;  
24 provided, however, any time limits stipulated in the grievance procedure may be extended for stated  
25 periods of time by the appropriate parties by mutual agreement in writing. Workdays referred to above  
26 shall be defined as Monday through Friday, excluding observed holidays. If the grievant has not  
27 received a response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the  
28 grievance to the next step.

1           **Section 5.4 Back Pay Awards.** Arbitration awards shall not be made retroactive beyond the  
2 date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen  
3 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance  
4 were not and could not have been known by the grievant.

5           **Section 5.5 Association Grievances.** A contract grievance in the interest of a majority of the  
6 employees in the bargaining unit shall be reduced to writing by the Association and may be introduced  
7 at Step 2 of the contract grievance procedure to the Director of Public Health and be processed within  
8 the time limits set forth herein.

9 **ARTICLE 6: WORK STOPPAGES**

10           **Section 6.1 No Work Stoppages.** The Employer and the Association agree that the public  
11 interest requires the efficient and uninterrupted performance of Health Department services and to this  
12 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the  
13 life of this Agreement, the Association or its members shall not cause or condone any work stoppage,  
14 strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not  
15 bona fide, or other interference with County functions by employees under this Agreement, and should  
16 same occur, the Association agrees to take appropriate steps to end such interference. Any concerted  
17 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above  
18 activities have occurred.

19           **Section 6.2 Association's Responsibilities.** Upon notification in writing by the Employer to  
20 the Association that any of its members are engaged in a work stoppage, the Association shall  
21 immediately, in writing, order such members to immediately cease engaging in such work stoppage  
22 and provide the Employer with a copy of such order. In addition, if requested by the Employer, a  
23 responsible official of the Association shall order such Association members to cease engaging in such  
24 work stoppage.

25           **Section 6.3** Any employee participating in such work stoppage or in other ways committing an  
26 act prohibited in this Article shall be considered absent without leave and shall be considered to have  
27 resigned.  
28

1 **ARTICLE 7: JOB TITLES AND RATES OF PAY**

2 *Section 7.1 Wage Rates.*

3 a. The job titles of employees covered under this Agreement and the corresponding rates of  
4 pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

5 b. **2020 Wage Increases:** The general wage increase (GWI) for 2020 shall be 3% effective  
6 January 1, 2020, divided with 1.5% added on January 1, 2020 and a final GWI of 1.5% added in the  
7 pay period that includes July 1, 2020. The 1.5% GWI shall be provided January 1, 2020, for retroactive  
8 pay purposes.

9 *Section 7.2 Merit Pay Plan Eligibility.* FLSA Exempt employees are eligible to receive merit  
10 pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement,  
11 except that employees shall not be eligible for above-top-step merit pay.

12 *Section 7.3 Position Vacancies and Transfers.* Except where reassignments are made by the  
13 Employer, vacancies created within the job titles covered by this Agreement by virtue of separation or  
14 newly created positions shall be posted for not less than ten (10) consecutive days; provided, however,  
15 the Employer retains the right to determine who, if anybody, shall be selected for and/or transferred to  
16 said vacancy.

17 a. The Department recognizes that it is preferable to fill vacancies with qualified  
18 employees from within the Department rather than by hiring persons from outside the Department.  
19 The Department may identify special skills and abilities and recruit externally concurrently with  
20 internal recruitment for these positions in order to hire in a timely manner.

21 b. The Department shall announce all position vacancies with stated minimum  
22 qualifications on the Department web site ([www.kingcounty.gov/health](http://www.kingcounty.gov/health)).

23 c. Interview screened applicants meeting minimum qualifications from within the  
24 bargaining unit.

25 d. Make selections for promotional positions in accordance with appropriate personnel  
26 regulations and ordinances.

27 e. When a transfer is approved by the hiring authority, the employee will be given a  
28 specified effective date of transfer.

1           f. An employee who receives a voluntary lateral transfer will not be required to serve  
2 another probationary period. However, a trial service period of up to three (3) months, or six (6)  
3 months for supervisors and Nurse Managers moving from a jail setting to a non-jail setting or vice  
4 versa may be imposed. A supervisor who does not successfully complete the trial service period shall  
5 be moved back into the supervisor's former position or an equivalent position if available. If no  
6 position is available, the employee is eligible for recall rights as if laid off. A lateral transfer is defined  
7 as the movement of an employee in the bargaining unit to another position within the same  
8 classification within the bargaining unit.

9           g. An employee who receives an involuntary transfer may choose to be laid off and  
10 placed on the recall list. If the employee accepts the transfer, the employee will not be required to  
11 serve a probationary period.

12           ***Section 7.4 Salary Step Placement for Transfer.*** Employees who transfer from the jail to a  
13 non-jail position of the same job title or from a non-jail to jail position shall remain at the same salary  
14 step number of the applicable salary range. For example, a Personal Health Services Supervisor at  
15 Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-  
16 jail range.

17           ***Section 7.5 Salary upon Reclassification or Promotion.*** An employee who is promoted shall  
18 be placed either in the first step of the new salary range or at the step which is nearest to but not less  
19 than two steps more than the employee's former salary step, whichever is greater, but not to exceed the  
20 top step of the new salary range. If an Assistant Personal Health Services Supervisor position is  
21 reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent  
22 employee will be adjusted to the next step increase, similar to a promotion. When promotional  
23 movement between job titles also involves a movement to or from the jail, salary step placement shall  
24 first be determined per transfer procedures in the current job title, prior to determining the appropriate  
25 promotional salary step placement.

26           ***Section 7.6 Salary upon Reclassification or Promotion: Non-exempt Position to Exempt***  
27 ***Position.*** A non-exempt employee who is promoted to an exempt position shall be placed at the pay  
28 step in the higher salary range resulting in an increase that constitutes an approximately five percent



1 (5%) increase above the former actual base rate of pay<sup>1</sup>. In the event that the actual base rate of pay  
2 and longevity pay, provided in Section 7.16 of this Agreement, at the time of promotion, exceeds the  
3 new promotional rate (approximately five percent (5%) above the former actual base rate), the  
4 employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no  
5 event will an employee be placed above the maximum of the pay range.

6 ***Section 7.7 Mileage Reimbursement and Parking.*** An employee who is required by the  
7 Employer to provide a personal automobile for use in Health Department business shall be reimbursed  
8 for such use at the rate established by ordinance by the County Council, for all miles driven in the  
9 course of Health Department business.

10 For those jail nurses who travel between jail facilities and use their personal automobile,  
11 parking shall be provided downtown at the Department's expense. The Employer shall make parking  
12 options available in close proximity to the jail for employees working evening and/or night shifts.

13 ***Section 7.8 Performance Evaluations.***

14 a. The Employer shall maintain a performance evaluation system relating to employees  
15 covered by this Agreement. The performance evaluation system shall be used as a method in  
16 measuring an employee's performance in accomplishing, in the most efficient and effective manner,  
17 the goals and objectives of the Employer as they relate to employees covered by this Agreement. The  
18 performance evaluation system shall encompass performance expectations based upon the goals and  
19 objectives of the position being evaluated. The performance evaluation system to be used by the  
20 Employer will be presented to the Nurse Practice Committee for review and comment prior to  
21 adoption.

22 b. The performance evaluation system devised by the Employer must, among any other  
23 criteria determined by the Employer, encompass performance expectations based upon the goals and  
24 objectives of the Employer, assigned duties, Employer policies and procedures, Employer operating  
25 instructions, any written document promulgated by or adhered to by the Employer pertaining to  
26 employees covered by this Agreement, or any work practices pertaining to employees covered by this  
27

28 <sup>1</sup> As for hourly employees, former actual base rate of pay (current annualized base salary) are listed in Addendum A of this Agreement.



1 Agreement.

2 c. The evaluation shall be prepared on a format devised by the Employer and presented  
3 by an evaluator who has been instructed in the method of evaluation used and who has been  
4 responsible for the supervision of the evaluatee's work.

5 d. The evaluation must be prepared prior to, and presented to the affected employee at  
6 an evaluation conference which must be conducted by the person writing the evaluation. The  
7 evaluatee has the responsibility to participate in the evaluation conference and to improve work  
8 performance in any area where performance deficiencies are found to exist. The employee's direct  
9 supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is  
10 to assist the employee's efforts to improve such performance deficiencies.

11 e. The evaluation shall be signed and dated by both the evaluator and evaluatee to  
12 signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be  
13 given a copy of his/her evaluation. The employee's signature indicates receipt of the evaluation, but  
14 does not necessarily mean agreement. In addition, the evaluatee may, during said conference, or  
15 within two (2) weeks after the conference, comment in writing relative to the substance of the  
16 evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

17 f. Employees shall be evaluated at least once during their probationary period and no  
18 less than annually thereafter.

19 **Section 7.9 Standby Duty for Non-Exempt Employees.** Employees placed on standby duty  
20 for purposes of receiving calls during their off hours shall be compensated for such standby duty by  
21 receiving ten percent (10%) of their straight-time hourly rate for all hours assigned. Employees will  
22 record all calls while on standby and will submit an overtime or compensatory time request for all  
23 hours actually worked.

24 **Section 7.10 Licensing/Certification.** All nurses must meet licensing and certification  
25 requirements as a condition of hire and continued employment. Nurses working in positions at the  
26 detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those  
27 facilities. Nurses failing to maintain necessary security clearances, licenses or certifications will be  
28 demoted or terminated from employment. The Employer shall pay for the cost of the following fees

1 for all regular full-time and part-time Supervisors and Assistant Supervisors:

2           Renewal for Registered Nurse License

3           Renewal for Nurse Practitioner License

4           Renewal for ANA Certification

5           Application and renewal fees of state authorized prescriptive authority

6           **Section 7.11 Advance Step Hire.** Employees may be hired at up to Step 10 of the salary range  
7 upon the approval of the Health Department Director. The Health Department agrees to use the  
8 general criteria developed by the conference committee: The decision of the Director is not grievable.

9  
10           Supervisory and/or management experience (general) two years = 1 step  
              with maximum of 3 steps

11           Program management, staff development and training QI/QA,  
12           evaluation, clinical teaching or other leadership experience (c.h.  
              theory - RN) 2 years = 1 step with 2 step maximum

13           Master’s degree/Ph.D./Doctorate of Nursing Practice = 1 step

14           Supervisory and/or management experience specific to setting 2 years =  
15           1 step with 4 step maximum

16  
17           **Section 7.12 Shift Differentials for Non-Exempt Employees.** A bargaining unit employee  
18 scheduled to work in a facility or site which is staffed for 24 hour operation and scheduled to work not  
19 less than four (4) hours of his/her work shift during the evening shift or night shift, shall receive one of  
20 the following shift differentials for all scheduled hours worked during each shift.

21                               *Evening Shift*               \$2.50 per hour

22                               *Night Shift*                 \$4.00 per hour

23  
24           Other employees will receive the evening shift differential for all hours worked after the normal  
25 business hours of 5:00 p.m., provided that employees who request a flex schedule shall not receive a  
26 shift differential.

27           The above differential shall be considered part of the Supervisor’s regular rate for purposes of  
28 overtime pay calculations.

1 The above shift differential shall apply to time worked as opposed to time off with pay and  
2 therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay, funeral  
3 leave, etc.

4 The evening shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. The  
5 night shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

6 **Section 7.13 Jail Premium.** Employees assigned to the Jail Health Services shall receive a  
7 rate of pay that is 15% (fifteen percent) higher than the salary range for other non-jail positions. The  
8 Jail Health Services rate thus becomes a “base” or “regular” rate of pay for this assignment and is  
9 included in the computation for overtime and is payable for paid leave and holiday pay.

10 **Section 7.14 Weekend Premium for Non-Exempt Employees.** A weekend premium shall be  
11 paid for all hours of work on weekends at the rate of \$4.00 per hour. This premium shall not be  
12 included in the base rate of pay for purposes of determining paid leave benefits. The weekend begins  
13 with the night shift on Friday and through evening shift on Sunday.

14 **Section 7.15 Longevity Premium.** Full-time regular and part-time regular employees shall  
15 receive the following longevity premiums based upon their length of service with the Department:

16	after 8 years (96 months) of service	2% above the employee’s Step
17	after 10 years (120 months) of service	3% above the employee’s Step
18	after 12 years (144 months) of service	4% above the employee’s Step
19	after 15 years (180 months) of service	5% above the employee’s Step
20	after 17 years (204 months) of service	6% above the employee’s Step
21	after 20 years (240 months) of service	7% above the employee’s Step
22		

23 **Section 7.16 Salary Upon Successful Completion of Probation.** Full-time and part-time  
24 regular employees will advance to the next higher step upon completion of probation.

25 **ARTICLE 8: VACATIONS**

26 **Section 8.1 Credited Hours for Accrual.** Annual vacations with pay shall be granted to  
27 eligible employees computed at the rate shown in Section 3 for each hour on regular pay status. In  
28 2017, one additional vacation day will be added to the vacation bank of all employees covered by this

1 Agreement and also employed by the County on the date the tentative agreement was reached with  
 2 King County. In 2018, two additional vacation days will be added to the vacation bank in the first full  
 3 pay period of 2018 for all employees covered by this Agreement employed on the date the tentative  
 4 agreement was reached with King County. The three additional vacation days referenced above are  
 5 granted on a one-time only basis only and do not establish an ongoing *status quo* obligation to continue  
 6 providing extra vacation hours past January 1, 2018.

7 **Section 8.2 Regular Pay Status.** “Regular Pay Status” is defined as regular straight-time  
 8 hours of work plus paid time off such as vacation time, holiday time off and sick leave.

9 **Section 8.3 Accrual Rates.** The vacation accrual rate shall be determined in accordance with  
 10 the rates set forth below:

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

26 **Section 8.4 Accumulation and Use of Vacation.** Eligible employees shall accumulate  
 27 vacation from the date of entering Health Department service and may use accumulated vacation with  
 28 pay after six (6) months on regular pay status with Employer approval.

1           **Section 8.5 Maximum Accrual.**

2           a. An employee may accumulate a vacation balance which shall not exceed 480 hours  
3 at the end of any calendar year. Any hours in excess of 480 at the end of any calendar year shall be  
4 removed from the employee's vacation balance.

5           b. Exceptions to Section 8.5(a) can be made pursuant to King County Code section  
6 3.12.190E (cyclical work loads, work assignments or other reasons as may be in the best interests of  
7 the county) and when the Employer cancels an employee's previously scheduled vacation which has  
8 been approved by the Health Department and the Department Director concurs in such exception. The  
9 exception cannot be continued for more than three (3) months.

10           **Section 8.6 For Non-Exempt Employees.** The minimum vacation allowance to be used by an  
11 employee shall be one hour or, at the discretion of the head of the department, such lesser amount as  
12 may be approved by the department head or designee. This Section does not apply to exempt  
13 employees.

14           **Section 8.7 Vacation Payoff upon Termination.** An employee who terminates employment  
15 after more than six (6) months service shall be paid in a lump sum for any unused vacation accrued,  
16 not to exceed the maximum year-end balance. Upon the death of an employee in active service, such  
17 payment will be made to the estate of the deceased employee.

18           **Section 8.8 Vacation Use for Medical Reasons.** Where an employee has exhausted his/her  
19 sick leave balance, the employee can use vacation for further leave in excess of that leave already  
20 provided in Article 10 Sick Leave and Leaves of Absence, Section 8, Family and Medical Leave, with  
21 prior approval of the Department Director. In all other instances, employees must use all accrued  
22 vacation prior to beginning a leave of absence unless an exception is approved by the Department  
23 Director.

24           **Section 8.9 Vacation Requests.** All vacation time shall be approved in advance in writing to  
25 the employee. A good faith effort will be made to provide the approval in a timely manner.

26           **Section 8.10** Employees may donate vacation time consistent with the provisions of County  
27 Code.

28           1. Any full-time regular employee or part-time regular employee, who is employed at

1 least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation  
2 leave to a full-time regular employee or part-time regular employee who is employed at least half-time  
3 and receives vacation and sick leave. Such donation will occur upon written request to and approval of  
4 the donating and receiving employees' department director(s), except that requests for vacation  
5 donation made for the purposes of supplementing the sick leave benefits of the receiving employee  
6 shall not be denied unless approval would result in a departmental hardship for the receiving  
7 department.

8           2. The number of hours donated shall not exceed the donor's accrued vacation credits  
9 as of the date of the request. No donation of vacation hours shall be permitted where it would cause  
10 the employee receiving the transfer to exceed his or her maximum vacation accrual.

11           3. Donated vacation leave hours must be used within ninety (90) calendar days  
12 following the date of donation. Donated hours not used within ninety (90) days, or due to the death of  
13 the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from  
14 vacation leave payoff provisions contained in this chapter. For purposes of this section, the first hours  
15 used by an employee shall be accrued vacation leave hours.

16           4. All vacation hours donated shall be converted to a dollar value based on the donor's  
17 straight time hourly rate at the time of donation. Such dollar value will then be divided by the  
18 receiving employee's hourly rate to determine the actual number of hours received. Unused donated  
19 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time  
20 of re-conversion.

21           5. All donations of vacation made under this section are strictly voluntary. Employees  
22 are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in  
23 exchange for donating vacation or sick leave hours.

1 **ARTICLE 9: HOLIDAYS**

2 ***Section 9.1 Holidays Observed.***

3 The following days or days in lieu thereof shall be recognized as legal holidays without salary  
4 deduction:

5	New Year's Day	January 1st
6	Martin Luther King, Jr. Day	Third Monday in January
7	President's Day	Third Monday in February
8	Memorial Day	Last Monday in May
9	Independence Day	July 4th
10	Labor Day	First Monday in September
11	Veteran's Day	November 11th
12	Thanksgiving Day	Fourth Thursday in November
13	Day after Thanksgiving	
14	Christmas Day	December 25
15	Two (2) Personal Holidays	
16		
17		

18 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal  
19 holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal  
20 holiday.

21 ***Section 9.2*** To minimize disruption of public services, the Employer may, on an individual  
22 basis, substitute the fourth Monday of October as Veteran's Day in lieu of the day enumerated as such  
23 in the above list.

24 ***Section 9.3 Qualifications for Holiday Pay.*** To qualify for holiday pay, employees covered  
25 by this Agreement must have been on pay status their normal work day before or their normal work  
26 day following the holiday; provided, however, employees returning from non-pay leave starting work  
27 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

28 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of



1 absence requested by the Department.

2       **Section 9.4 Holiday Premium Pay for Non-Exempt Employees.** Employees who work on a  
3 holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be  
4 paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be  
5 granted time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time).  
6 Compensation in the form of compensatory time must be agreeable to both the affected employee and  
7 the Department Director or his/her designee. This section does not apply to exempt employees.

8       **Section 9.5 Personal Holidays.**

9           a. Employees shall be granted two personal holidays per year. The first holiday shall  
10 be granted to all eligible employees employed by King County on the first of October and the second  
11 holiday shall be granted to all eligible employees employed on the first of November.

12           b. Personal Holidays shall be administered through the vacation plan and can be used  
13 in the same manner as any earned vacation day.

14       **Section 9.6 Holiday Pay for Non-Exempt Employees on Alternative Work Schedules.**

15 Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted  
16 no more than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work  
17 twenty (20) or more hours per week shall be granted a proportionate amount of holiday hours. For  
18 instance, an employee scheduled to work twenty hours per week shall be granted one half, forty-eight  
19 (48) hours, of the ninety-six (96) holiday hours. This section does not apply to exempt employees.

20       **Section 9.7 Pro-ration of Holiday Benefits (including Personal Holidays).** Benefit eligible  
21 employees who are assigned to work less than 40 hours per week on a regular basis shall accrue these  
22 holidays on a pro-rated basis, based on their regularly scheduled hours of work.

23 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

24       **Section 10.1 Definitions.**

25           A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a  
26 child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen  
27 years of age or older and incapable of self-care because of a mental or physical disability.

28           B. Grandparent means a parent of a parent of an employee.



1 C. Parent means a biological parent of an employee or an individual who stood in loco  
2 parentis to an employee when the employee was a child.

3 D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

4 E. "Spouse" means the married partner of an employee.

5 F. "Domestic partner" means a Washington State Registered Domestic Partnership as  
6 defined in RCW 26.60.030.

7 **Section 10.2 Accrual Rate.** A uniform plan for sick leave with pay shall be granted to eligible  
8 Health Department employees. All benefit eligible employees shall accrue sick leave benefits at the  
9 rate of .04616 hours for each hour on regular pay status, up to a maximum of eight hours per month.  
10 Employees will accrue sick leave on an hourly basis to begin from the date of hire in a leave-eligible  
11 position. There shall be no limit to the number of sick leave hours an employee may accrue. Should  
12 an employee resign in good standing, separate for non-disciplinary medical reason, or be laid off, and  
13 return to County employment within two years, all accrued sick leave hours will be restored.

14 Sick leave credit may be used for the following reasons:

15 a. Illness or injury which has incapacitated the employee from performing regular  
16 duties.

17 b. Disability due to pregnancy and/or childbirth.

18 c. Medical or dental appointments.

19 d. Pursuant to RCW 49.12.270, accrued sick leave or other paid time off including  
20 vacation or personal holidays - at the employee's discretion - may be used to care for: A child of the  
21 employee who has a health condition that requires treatment or supervision; a spouse, domestic  
22 partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an  
23 emergency condition.

24 **Section 10.3 Family and Medical Leave.**

25 a. Effective January 1, 2018, all employees shall be transitioned to "concurrent" King  
26 County Family Medical Leave (KCFML) benefits provided in accordance with Ordinance 18191, as  
27 amended, which provides all eligible county employees with up to eighteen weeks of family and  
28 medical leave, which is paid or unpaid depending upon the employee's paid leave accruals.

1           **b.** Prior to January 1, 2018, all employees shall receive “consecutive” KCFML  
2 benefits, which provides up to eighteen weeks of unpaid leave will be granted in a rolling twelve (12)  
3 month period (a rolling twelve (12) month period as measured backwards from the date an employee  
4 starts Family and Medical Leave). Family and Medical Leave benefits shall be as provided in the King  
5 County Family and Medical Leave Ordinance (KCC 3.12.220 and Personnel Guidelines 14.4.5) and  
6 administered in accordance with the King County Personnel Guidelines. The County agrees to  
7 maintain existing Family and Medical Leave benefits during the terms of this Agreement. The  
8 employing Department will maintain its contribution for health benefits for the employee during the  
9 period of family and medical leave. Employees may use sick leave and other paid leave for family  
10 medical reasons as provided by federal law, King County Code (KCC 3.12.220) and the Washington  
11 Family Care Act (RCW 49.12.265 - 49.12.370) and amendments thereto. As between KCC 3.12.220  
12 and the Washington Family Care Act (WFCA), where the WFCA provides greater benefits to the  
13 employee, the provisions of the WFCA shall govern. Otherwise, KCC 3.12.220 shall apply. Effective  
14 January 1, 2018, all terms in Section 10.3 (b) shall expire and be replaced by Section 10.3 (a).

15           ***Section 10.3.1 FMLA Leave to Care for an Active Duty National Guard or Reserve Member.***

16 Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave during any 12-  
17 month period because of any qualifying exigency as defined by the Department of Labor arising out of  
18 the fact that the spouse, son, daughter, or parent of the nurse is on active duty in the National Guard or  
19 Reserves in support of a contingency operation. Examples of qualifying exigencies include issues  
20 arising from a covered military member’s short-notice deployment, making or updating financial and  
21 legal arrangements to address a covered military member’s absence, or attending military events and  
22 related activities.

23           ***Section 10.3.2 FMLA Leave to Care for an Injured Service Member.*** Pursuant to federal  
24 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a  
25 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with a  
26 serious injury or illness when the injury or illness is incurred by an active duty member of the military  
27 while in the line of duty. A covered service member is a current member of the Armed Forces,  
28 including a member of the National Guard or Reserves, who is undergoing medical treatment,

1 recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability  
2 retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a  
3 qualified service member shall count toward the 26-week limit in a 12-month period.

4 **Section 10.4 Abuse of Sick Leave.** Abuse of sick leave shall be subject to progressive  
5 discipline pursuant to King County Public Health’s Attendance Management Policy dated May 2, 2011  
6 (PER 18-2 DPH DP).

7 **Section 10.5 Reimbursement Upon Retirement/Restoration of Sick Leave Credit**

8 a. Upon retirement, thirty-five percent (35%) of an employee’s unused sick leave credit  
9 accumulation can be applied to the payment of health care premiums, or to a cash payment at the  
10 straight time rate of pay of such employee in effect on the day prior to his/her retirement. Upon the  
11 death of an employee, either by accident or natural causes, thirty-five percent (35%) of such  
12 employee’s accumulated sick leave credits shall be paid to his/her designated beneficiary.

13 b. If an employee resigns in good standing, is separated for non-disciplinary medical  
14 reasons, or is laid off, and returns to County employment within two years, accrued sick leave credit  
15 shall be restored.

16 **Section 10.6 Training Leaves.** The Employer and the Association agree that continuous  
17 upgrading of employee skills and knowledge is beneficial to providing quality health care services to  
18 the public. Therefore, employees covered by this Agreement are encouraged to take advantage of  
19 opportunities available for continuing study and self-improvement. To this end it shall be a policy of  
20 the Health Department where feasible and at the discretion of the Department Head to allow  
21 employees covered by this Agreement time off with or without pay and with or without related  
22 expenses to attend professional meetings and/or Association meetings and conferences which focus on  
23 job-related practice.

24 It is hereby agreed that Article 10, Section 5, does not, in any way, interfere with the  
25 department head’s authority to grant or deny leave with or without pay and with or without related  
26 expenses.

27 **Section 10.7 Continuing Education Time.** The Employer shall provide all employees with a  
28 minimum of five (5) days of paid leave annually for purposes of attending professional meetings,

1 seminars and classes to earn continuing education. For purposes of this section, professional meetings  
2 shall be defined as: short-term conferences for professional growth and development of the individual  
3 nurses related to nursing, and/or meetings and committee activities of the professional association at  
4 the national, state or district level which are designed to develop and promote the programs of the  
5 professional association in improving the quality and availability of nursing service and health care or  
6 training. Conferences or portions of conferences relating solely to union business are not considered  
7 professional meetings.

8 ***Section 10.8 Leaves of Absence.*** Leaves of absence shall be administered in accordance with  
9 the Employer Personnel Guidelines.

10 ***Section 10.9 Leaves of Absence Requests.*** All leaves of absence are to be requested in writing  
11 as far in advance as possible, stating all pertinent details and the amount of time requested. An  
12 employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to  
13 one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service  
14 credit or an adjustment to the service date.

15 ***Section 10.10 Military Leave.*** Pursuant to RCW 38.40.060 Military Leaves for Public  
16 Employees, every officer and employee of the state or of any county, city or other political subdivision  
17 thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard,  
18 or marine corps reserve of the United States, or of any organized reserve or armed forces of the United  
19 States shall be entitled to and shall be granted military leave of absence from such employment for a  
20 period not exceeding twenty-one (21) days during each year beginning October 1st and ending the  
21 following September 30th. Such leave shall be granted in order that the person may report for required  
22 military duty, training or drills, including those persons in the National Guard. Such military leave of  
23 absence shall be in addition to any vacation or sick leave to which the officer or employee might  
24 otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the  
25 period of military leave, the officer or employee shall receive from the state, or the county, city, or  
26 other political subdivision his or her normal pay.

27 ***Section 10.10.1 Military Spouse Leave.*** Pursuant to state law, RCW 49.77.030, during a  
28 period of military conflict a nurse who is the spouse of a member of the armed forces of the United

1 States, or the National Guard or Reserves, who has been notified of an impending call or order to  
2 active duty, or has been deployed, is entitled to a total of fifteen (15) days of unpaid leave per  
3 deployment. Fifteen days of unpaid leave will be granted after the military spouse has been notified of  
4 an impending call or order to active duty and before deployment or when the military spouse is on  
5 leave from deployment. Any combination of leave without pay, compensatory time, vacation leave,  
6 sick leave and/or personal holiday may be used, at the nurse's discretion. Nurses must provide the  
7 employer with notice, within five (5) business days of receiving official notice of an impending call or  
8 order to active duty or of a leave from deployment, or of the nurse's spouse's intention to take such  
9 leave under the circumstances stated above.

10 **Section 10.11 Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The  
11 amount of any compensation derived from jury duty during the employee's normal work schedule,  
12 except for transportation allowance, shall be deducted from the gross pay due the employee for such  
13 period; provided that an employee excused by the court on any day of such duty falling within his/her  
14 normal (non-evening, non-night) work schedule shall notify his/her supervisor and if so directed report  
15 for work for the balance of his/her normal shift.

16 An employee who is scheduled off work during a period when called to serve jury duty will not  
17 suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either  
18 evening or night shifts while on jury duty shall not be required to report to work on any day when jury  
19 duty, including travel time, requires three or more hours of attendance. An employee who does not  
20 work his/her scheduled evening or night shift due to jury duty shall not suffer a loss of income as a  
21 result of serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen  
22 (16) hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16)  
23 hours between the time the employee is dismissed from jury duty and the time the employee must  
24 report for regular duties.

25 **Section 10.12 Wellness Incentive.** FLSA non-exempt employees within the bargaining unit  
26 who, in a calendar year ending on December 31st each year, use less than thirty-three (33) hours of  
27 sick leave may convert sixteen (16) hours of unused, accrued sick leave to two (2) vacation days to be  
28 used in the following year.

1           **Section 10.13 Donation of Sick Leave.** Employees may donate sick leave consistent with the  
2 provisions of County Code (KCC 3.12.223 (B).)

3           1. Any full-time regular employee or part-time regular employee who is employed at  
4 least half-time and receives vacation and sick leave may donate a portion of his/her accrued sick leave  
5 to a full-time regular employee or part-time regular employee who is employed at least half-time and  
6 receives vacation and sick leave, upon written notice to the donating and receiving employees'  
7 department director(s).

8           2. No donation shall be permitted unless the donating employee's sick leave accrual  
9 balance immediately subsequent to the donation is one hundred (100) hours or more. No employee  
10 may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

11           3. Donated sick leave hours must be used within ninety (90) calendar days. Donated  
12 hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the  
13 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in  
14 this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of  
15 this section, the first hours used by an employee shall be accrued sick leave hours.

16           **Section 10.14** All donations of sick leave made under this section are strictly voluntary.  
17 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or  
18 benefits in exchange for donating vacation or sick leave hours.

19           **Section 10.15** Sick leave hours donated shall be converted to a dollar value based on the  
20 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the  
21 receiving employee's hourly rate to determine the actual number of hours received. Unused donated  
22 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time  
23 of re-conversion.

24           **Section 10.16 Domestic Violence Leave.** Pursuant to RCW chapter 49.76, if nurses are  
25 victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work,  
26 intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement  
27 assistance or seek treatment by a healthcare provider, mental health counseling or social services  
28 assistance. Nurses who are family members of a victim may also take reasonable leave to help such



1 family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any  
2 available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her  
3 need for such leave. In the event of an emergency or unforeseen circumstances precluding advance  
4 notice, the nurse or his/her designee must provide the Employer notice of the need for such a leave no  
5 later than the end of the first day that the nurse takes such leave. If the Employer requests, the nurse  
6 may be required to provide verification of the need for such leave and familial relationship (e.g., a birth  
7 certificate, police report, court order, or documentation from the victim's clergy member, victim  
8 advocate, attorney or healthcare provider). For the purpose of this section, "family member" includes  
9 a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a  
10 dating relationship.

#### 11 **Section 10.17 Paid Parental Leave Benefit.**

12 **A.** Effective January 1, 2017, all employees are eligible for Paid Parental Leave  
13 benefits, which supplement an employee's accrued paid leaves to provide up to a total of twelve weeks  
14 of paid leave for a parent to bond with a new child.

15 **B.** An employee's supplemental leave benefit is calculated based on the employee's  
16 accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying  
17 event"). The employee will receive the equivalent of his or her base rate of pay for up to a total of  
18 twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave  
19 and one week of vacation leave, or the equivalent for Benefit Time).

20 **C.** The employee is permitted to use the supplemental leave first. Additionally, the  
21 employee may choose to take less than twelve weeks of leave.

22 **D.** Supplemental Paid Parental Leave is not subject to cash out.

23 **E.** An employee that does not return to work for at least six months of continuous  
24 service following the paid parental leave, will be required to reimburse King County for the  
25 supplemental paid parental leave funds received.

26 **Eligibility.** The benefit is available to all leave eligible employees who have been employed  
27 with the County for at least six months of continuous service at the time of the qualifying event. If  
28 both parents work for King County, then each employee is entitled to up to twelve weeks of Paid

1 Parental Leave.

2       **Benefit Period.** Paid Parental Leave must be used within twelve months of the qualifying  
3 event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as long as it is  
4 consistent with the department's operational needs, and it is approved in writing by the employee's  
5 supervisor prior to the leave.

6       **Concurrency.** Paid Parental Leave will run concurrently with King County's family and  
7 medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted  
8 by law effective January 1, 2018.

9       **Job Protection.** Paid Parental Leave is protected leave. Barring required budget cuts or  
10 layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory  
11 action may be taken against an employee for participating or planning to participate in the program.

12       **Health Benefits.** The employee will continue to receive all health benefits and shall continue  
13 to accrue vacation and sick leave during the period of Paid Parental Leave.

#### 14 **ARTICLE 11: BEREAVEMENT LEAVE**

15       ***Section 11.1 Annual Entitlement.*** Full-time regular employees shall be entitled to three (3)  
16 working days (twenty-four hours) of bereavement leave per occurrence due to death of members of  
17 their immediate family; this is not carried over into subsequent years, but starts anew each January 1.

18       ***Section 11.2 Use of Sick Leave for Bereavement Purposes.*** Employees who have exhausted  
19 their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for  
20 each instance when death occurs to a member of the employee's immediate family. One day of sick  
21 leave per occurrence may be used for the attendance of a funeral of other than a close relative or a  
22 significant person living in the employee's household.

23       ***Section 11.3 Pro-rata Benefit for Part-time Employees.*** Part-time regular employees shall be  
24 entitled to bereavement leave in the same proportion as the number of hours worked is to the number  
25 of hours scheduled for a full-time position.

26       ***Section 11.4 Definition of Immediate Family.*** For purposes of this article, a member of the  
27 immediate family is construed to mean persons related by blood or marriage or legal adoption as  
28 follows or other relative or significant person living in the employee's household:



- 1 • Children
- 2 • Children of spouse or domestic partner
- 3 • Parents
- 4 • Parents of spouse or domestic partner
- 5 • Siblings
- 6 • Siblings of spouse or domestic partner
- 7 • Grandchildren
- 8 • Grandchildren of spouse or domestic partner
- 9 • Grandparents
- 10 • Grandparents of spouse or domestic partner
- 11 • Spouse or domestic partner
- 12 • Legal guardian

13 **ARTICLE 12: HEALTH AND INSURANCE BENEFITS**

14 **Section 12.1 Health Benefits.** King County presently participates in insured medical, dental,  
15 vision, long term disability, accidental death and dismemberment, and life insurance programs. The  
16 plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management  
17 Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations,  
18 including the Association. The JLMIC benefits agreement for 2019 and 2020 is attached as a  
19 Memorandum of Agreement. The Association further agrees and adopts all terms and conditions of  
20 any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next  
21 successor JLMIC Agreement, whichever has a later expiration.

22 **Section 12.2 Workers' Compensation Benefits.** Employees covered by this Agreement shall  
23 be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County  
24 ordinance.

25 **Section 12.3 Professional Liability Insurance.** Employees covered by this agreement are  
26 covered by the liability protection as provided in the King County Code for acts committed in good  
27 faith and within the scope of the official County duties.

28

1 **ARTICLE 13: HOURS OF WORK AND OVERTIME**

2 ***Section 13.1 Work Day.*** Eight (8) hours shall constitute a normal day’s work and five (5)  
3 consecutive days a normal week’s work.

4 ***Section 13.2 Work Week.*** The basic work week shall begin at 12:00 a.m. Sunday and end at  
5 11:59 p.m. Saturday. Each scheduling unit may establish a flex-time work schedule within these  
6 hours. In such a flex-time schedule, the daily and weekly work schedule shall be that which is  
7 mutually agreeable to the employee and the immediate supervisor.

8 ***Section 13.3 Overtime for Non-Exempt Employees.*** All work performed, at the direction of  
9 the employee’s Manager, over forty (40) hours in any one (1) work week or over eight (8) hours in one  
10 (1) work day, or over ten (10) hours per day depending on the employee’s regular schedule, shall be  
11 considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the  
12 regular rate of pay, or upon request of the employee and approval of the Manager, compensatory time  
13 off at one and one-half (1-1/2) times. Compensatory time balances shall not exceed 80 hours.

14 ***Section 13.4 FLSA Exempt.*** Employees allocated to the classification of Nurse Manager  
15 (including Nurse Manager - Jail) and, effective January 1, 2014, employees allocated to the  
16 classification of Personal Health Services Supervisor (Clinic) are exempt from the overtime provisions  
17 of the Fair Labor Standards Act (“FLSA”) and are not overtime eligible.

18 ***Section 13.5 Executive Leave for FLSA Exempt Employees.*** FLSA Exempt Employees are  
19 eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave  
20 Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

21 ***Section 13.6 Work Schedules.*** When management deems it necessary, work schedules other  
22 than a Monday through Friday schedule may be established and hours other than 40 per week may be  
23 established. The Employer acknowledges its obligation to notify WSNA and negotiate significant  
24 changes of work schedules, prior to implementation.

25 ***Section 13.7 Alternative Work Schedules.*** It is hereby agreed that the Employer may, upon  
26 agreement with the employee, implement alternative work schedules affecting employees covered by  
27 this Agreement. Employees, individually or in groups, may request an alternative work schedule. The  
28 request will be reviewed to see if it meets the business needs of the site. If the request is denied, the

1 basis for the denial (an explanation of how-why the schedule does not meet the business needs of the  
 2 site) will be provided in writing to the employee. Additionally, the employee is entitled to have the  
 3 decision on the request reviewed at one step on the organization chart above the employee's  
 4 supervisor, provided a request for such review is made in writing within ten (10) business days of  
 5 receipt of the initial decision.

6 An alternative work schedule is defined as any schedule of hours of work other than the  
 7 traditional five eight-hour days within a seven day work week. Examples of alternative work  
 8 schedules include but are not limited to:

- 9 • 4 10-hour work days;
- 10 • a 9/8-off alternating work week schedule. (The record keeping time sheet for this  
 11 schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift  
 12 on the fifth day of work which is either 8 hours or a day off).

13 In administering the four (4) day, forty (40) hour work week, the following working conditions  
 14 shall prevail:

- 15 a. Overtime shall be paid for any hours worked in excess of the established work day of  
 16 at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per week;
- 17 b. Vacation benefits shall be accrued and expended on an hourly basis;
- 18 c. Sick Leave benefits shall be accrued and expended on an hourly basis;
- 19 d. Holidays shall be granted in accordance with Article 9 of this Agreement;
- 20 e. Employee participation shall be on a voluntary basis.

21 ***Section 13.8 Paid Status for Negotiation Team Members.*** Each employee who participates in  
 22 bargaining as part of the WSNA bargaining team during the respective employee's work hours shall  
 23 remain on County paid status for no more than one hundred fifty (150) hours of County paid release  
 24 time for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred  
 25 fifty (150) hours, WSNA will be responsible for requesting additional paid status hours for its  
 26 negotiation team members employed by the County.

## 27 **ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION**

28 ***Section 14.1 Payment for Work Out of Classification.*** Whenever an employee is assigned in

1 writing by proper authority to perform all the duties and accept all of the responsibility of an employee  
2 at a higher paid classification he/she shall be paid at the rate established for such classification while  
3 performing such duties and accepting such responsibility. The rate of pay will be determined as for a  
4 promotion, in accordance with Article 7.6 or 7.7, as appropriate, of this Agreement. Proper authority  
5 shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his/her  
6 position is to be filled, proper authority shall be his/her supervisor. Employees assigned to perform the  
7 duties of Nurse Manager as an Out of Classification assignment are not overtime eligible and shall be  
8 eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave  
9 Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

10 **Section 14.2** An employee assigned to a training position (training status) shall be under the  
11 supervision and guidance of her/his immediate supervisor, and shall not remain in the training position  
12 for more than twenty (20) consecutive normal working days.

### 13 **ARTICLE 15: CONFERENCE COMMITTEE**

14 The Health Department jointly with the elected representative of the employees covered by  
15 Addendum A of this Agreement shall establish a Supervisors' Conference Committee to assist with  
16 mutual problems regarding supervisory issues, and for the purpose of discussing and facilitating the  
17 resolution of all problems which may arise between the parties other than those for which another  
18 procedure is provided by law or by other provisions of this Agreement. The function of the committee  
19 shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a  
20 permanent basis and meet as mutually agreed, and shall consist of three representatives of  
21 administration and three representatives of the employees. Washington State Nurses Association  
22 representatives may attend meetings upon invitation or after giving prior notification to the Committee.  
23 When an issue is presented by the employee representatives of the Association at a Conference  
24 Committee, and the issue is not resolved or has not been addressed to the satisfaction of the  
25 Association within 30 calendar days, the Association may reduce the substance of the issue to writing  
26 indicating that it had been discussed in the Conference Committee and thereafter forward the issue to  
27 the Director of Public Health. The Director shall personally or through his/her designated  
28 representative respond in writing to the issue raised by the Association within 15 calendar days

1 clarifying the position of the Department relative to the issue raised.

2 **ARTICLE 16: NURSING PRACTICE COMMITTEE**

3       A. Nursing Practice Committee may, at the request of the Association, be established within  
4 the Seattle-King County Department of Public Health. The purpose of this Committee is to discuss  
5 possible methods and means to enhance nursing practice and patient care. The Committee is an  
6 appropriate forum to discuss definition of levels of practice. The Committee shall be composed of two  
7 (2) supervisory employees covered by this Agreement, five (5) non-supervisory employees covered by  
8 the Washington State Nurses Association Staff Nurses Agreement who shall be appointed by each of  
9 the Association's Local Units, and two (2) representatives of the Department Head, preferably the  
10 Chief of Nursing Services and a District Administrator. The Nursing Practice Committee shall meet  
11 monthly. Each Committee member shall be entitled to all paid hours for the purpose of attending the  
12 monthly meeting, and when necessary, not more than one paid hour for preparation for same each  
13 month. Such meetings shall be scheduled in advance and so as to minimize conflict with regularly  
14 assigned duties. The Committee shall prepare an agenda and keep minutes of all meetings. A copy of  
15 the agenda and minutes shall be forwarded to the Department Head as well as to each District  
16 Administrator. Upon request, employees may review the minutes of the meeting.

17       The Committee will not discuss matters subject to collective bargaining and shall function in a  
18 consultative capacity rather than a decision-making capacity.

19       Issues left unresolved may be presented by the employee or supervisory representatives in  
20 writing to the Department Director with a proposed resolution. The Director, or his/her designee, shall  
21 respond in writing to the issue within thirty (30) calendar days.

22 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRES (SUPERVISORS)**

23       *Section 17.1 Definitions.* The following definitions shall apply for the purposes of  
24 administering this Article:

25       a. **Seniority** is the employee's total uninterrupted time in the bargaining unit, measured  
26 as total non-overtime compensated hours.

27       b. **Layoff** is the involuntary termination of employment due to reduction in force or  
28 reduction of work hours.

1           **c. Classification** is a group of positions that are sufficiently similar in their duties,  
2 responsibilities and authority that the same descriptive title may be used to designate each position  
3 allocated to the classification. The classifications covered by this Agreement are Assistant Personal  
4 Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.

5           **d. Qualified** means the employee possesses the required knowledge, skills and abilities  
6 to competently perform the duties of a position; including required licenses and/or certifications, and  
7 would be eligible to be appointed to the position as a new hire.

8           **e. Break in Service** is a voluntary quit, retirement or termination for just cause.  
9 Authorized paid and unpaid leaves of absence are not breaks in service.

10           **Section 17.2** When the Department determines there is a need to reduce or eliminate the  
11 working hours of the workforce, the Department shall identify by job classification and work site  
12 which positions(s) are to be reduced or eliminated.

13           **Section 17.3** An incumbent employee in a position to be eliminated shall be notified at least  
14 thirty days prior to the effective date. The notice will include information about the options provided  
15 in this Section. A copy of the notice will be provided to the Association at the same time as the notice  
16 to the affected employee. The employee shall be allowed fourteen calendar days to elect one of the  
17 following options:

18           **a.** The employee may accept appointment to a vacant position within the bargaining  
19 unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected  
20 employee shall be given first right of refusal over the decreased hours before such position is posted.  
21 The Department must offer a vacant bargaining unit position to a qualified employee subject to layoff,  
22 if the position is at the same salary range as the position from which the employee is laid off, and if the  
23 Department intends to fill the position.

24           **b.** The employee may voluntarily demote to a vacant bargaining unit position in a job  
25 classification with a lower maximum pay rate, provided the employee is qualified and the Department  
26 intends to fill the position.

27           **c.** The employee may elect to be laid off.

28           **d.** The employee may displace (bump) the least senior employee in the same job

1 classification, provided the employee is qualified for the position. A Supervisor may bump the least  
2 senior employee in the Assistant Supervisor job classification, provided the Supervisor is qualified for  
3 the Assistant Supervisor position, if there is no other employee in the Supervisor job classification with  
4 less seniority than the employee to be laid off. For bumping purposes, there is no distinction between  
5 Jail and Non-jail positions.

6 e. A member of this bargaining unit may bump the least senior employee in a job  
7 classification within the Staff Nurses bargaining unit represented by the Association, provided, 1) the  
8 employee has completed a probationary period in that classification, 2) the employee has the required  
9 qualifications for the position, 3) the employee has greater seniority than the least senior employee in  
10 that job classification, 4) there is no position in this bargaining unit into which the employee can bump  
11 and 5) there is no more than a two year break in service between the last work day in a Staff Nurses'  
12 career service position, and the first work day in a career service position covered by this Agreement.  
13 For purposes of bumping into the Staff nurses bargaining unit, seniority shall be as defined in the Staff  
14 Nurses Agreement, and as attained by the employee on his/her last work day in a Staff Nurses career  
15 service position; A Nurse Practitioner without prescriptive authority shall not bump a Nurse  
16 Practitioner with prescriptive authority.

17 **Section 17.4** When the Department determines to eliminate multiple positions, the incumbents  
18 in the positions to be eliminated shall select their options under Section 2 above in the following  
19 procedure:

20 a. The employees will designate a first, second and third choice among the options;  
21 b. Option choices will be allocated in order of seniority, the most senior employee  
22 having priority; provided, however, bumping choices will be allocated according to c. below:  
23 c. It is the intent for bumping to proceed in reverse seniority order, with the least senior  
24 employee the one to be displaced first. No employee may be bumped ahead of the least senior  
25 employee in the same job classification.

26 d. An exception to c. above may be authorized by the Department Director, with notice  
27 to the Association, only if bumping out of order is required to retain essential skills or qualifications.

28 **Section 17.5** Once the employee has selected an option, the selection may not be changed



1 except by approval of the Department Director or designee.

2       **Section 17.6** The Chief of Nursing Services shall determine which positions an employee  
3 subject to layoff is qualified to select as an option. This decision shall be final; however, an employee  
4 may request and the Chief of Nursing Services may agree to allow an employee to bump into a  
5 position for which he/she has not been deemed qualified, and serve a six months' probation period.  
6 The determination whether an employee is qualified will assume an appropriate orientation to the new  
7 position.

8       **Section 17.7** Employees who are laid off shall be placed on a recall list for a period of two  
9 years from the date of layoff. Employees shall be recalled to openings in the classification from which  
10 laid off in seniority order, the most senior to be recalled first. Refusal of a job offer that is the same  
11 FTE, same shift, classification and site may be grounds for removal from the recall list. The  
12 Department will offer positions to qualified and available employees on the recall list before making  
13 any offers to persons outside the Department.

14       **Section 17.8** The Department and/or Human Resources Division, Department of Executive  
15 Services may offer additional layoff options in accordance with the King County Workforce  
16 Management Plan, including but not limited to, placement in other King County positions as provided  
17 in the Workforce Management Plan or other County policies.

18 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF/REHIRS (NURSE MANAGERS)**

19       **Section 18.1 Definitions.** The following definitions shall apply for the purposes of  
20 administering this Article:

21               **a. Seniority** is the employee's total uninterrupted time in the bargaining unit, measured  
22 as total non-overtime compensated hours.

23               **b. Layoff** is the involuntary termination of employment due to reduction in force or  
24 reduction of work hours.

25               **c. Classification** is a group of positions that are sufficiently similar in their duties,  
26 responsibilities and authority that the same descriptive title may be used to designate each position  
27 allocated to the classification. The classifications covered by this Agreement are Assistant Personal  
28 Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.



1           **d. Qualified** means the employee possesses the required knowledge, skills and abilities  
2 to competently perform the duties of a position; including required licenses and/or certifications, and  
3 would be eligible to be appointed to the position as a new hire.

4           **Section 18.2** When the Department determines there is a need to reduce or eliminate the  
5 working hours of the workforce, the Department shall identify by job classification and work site  
6 which positions(s) are to be reduced or eliminated.

7           **Section 18.3 Layoff for Nurse Managers.** An incumbent employee in a position to be  
8 eliminated shall be notified at least thirty days prior to the effective date. The notice will include  
9 information about the options provided in this Section. A copy of the notice will be provided to the  
10 Association at the same time as the notice to the affected employee. The employee shall be allowed  
11 fourteen calendar days to elect one of the following options:

12           **a.** The employee may accept appointment to a vacant position within the bargaining  
13 unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected  
14 employee shall be given first right of refusal over the decreased hours before such position is posted.  
15 The Department must offer a vacant bargaining unit position to a qualified employee subject to layoff,  
16 if the position is at the same salary range as the position from which the employee is laid off, and if the  
17 Department intends to fill the position.

18           **b.** The employee may elect to be laid off.

19           **Section 18.4 Bumping for Nurse Managers.** (Note: For bumping purposes, there is no  
20 distinction between Jail and Non-Jail positions.) A Nurse Manager slated for lay off may displace  
21 (bump) the least senior employee in the classification of Nurse Manager, provided the employee is  
22 qualified for the position. A Nurse Manager may bump the least senior employee in the Supervisor job  
23 classification of Assistant Personal Health Services Supervisors and Personal Health Services  
24 Supervisors, provided the Nurse Manager, 1) the employee has completed a probationary period in that  
25 classification, 2) the employee has the required qualifications for the position, 3) the employee has  
26 greater seniority than the least senior employee in that job classification, 4) there is no position in this  
27 bargaining unit into which the employee can bump. For purposes of bumping into the Assistant  
28 Personal Health Services Supervisors and Personal Health Services Supervisors positions, seniority

1 shall be as defined in the Assistant Personal Health Services Supervisors and Personal Health Services  
2 Supervisors bargaining unit collective bargaining agreement, and as attained by the employee on  
3 his/her last work day in a Supervising Nurse career service position.

4 **Section 18.5** Once the employee has selected an option, the selection may not be changed  
5 except by approval of the Department Director or designee.

6 **Section 18.6** The Chief of Nursing Services shall determine which positions an employee  
7 subject to layoff is qualified to select as an option. This decision shall be final; however, an employee  
8 may request and the Chief of Nursing Services may agree to allow an employee to bump into a  
9 position for which he/she has not been deemed qualified, and serve a six months' probation period.  
10 The determination whether an employee is qualified will assume an appropriate orientation to the new  
11 position.

12 **Section 18.7** Employees who are laid off shall be placed on a recall list for a period of two  
13 years from the date of layoff. Employees shall be recalled to openings in the classification from which  
14 laid off in seniority order, the most senior to be recalled first. Refusal of a job offer that is the same  
15 FTE, same shift, classification and site may be grounds for removal from the recall list. The  
16 Department will offer positions to qualified and available employees on the recall list before making  
17 any offers to persons outside the Department.

18 **Section 18.8** The Department and/or Human Resources Division, Department of Executive  
19 Services may offer additional layoff options in accordance with the King County Workforce  
20 Management Plan, including but not limited to, placement in other King County positions as provided  
21 in the Workforce Management Plan or other County policies.

22 **ARTICLE 19: SAVINGS CLAUSE**

23 Should any part hereof or any provision herein contained be rendered or declared invalid by  
24 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
25 jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining  
26 portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30)  
27 calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall  
28 remain in full force and effect.

1 **ARTICLE 20: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the  
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
5 Agreement. Therefore, the Employer and the signatory organization, for the duration of this  
6 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any  
7 subject or matter not specifically referred to or covered in this Agreement.

8 **ARTICLE 21: SAFETY STANDARDS**

9 *Section 21.1 Safe Working Conditions.* Safe working conditions shall be provided in  
10 compliance with the Washington Industrial Safety and Health Act (WISHA).

11 *Section 21.2 WISHA Standards.* All work shall be performed in a competent manner in  
12 accordance with the Washington Industrial Safety and Health Act (WISHA).

13 **ARTICLE 22: PRODUCTIVITY, PERFORMANCE AND EMPLOYMENT PRACTICES**

14 *Section 22.1* Delivery of services in the most efficient, effective and courteous manner is of  
15 paramount importance in the Health Department. As a consequence, the parties hereby recognize the  
16 Health Department's right to determine the methods, processes and means of providing service, the  
17 rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change  
18 department equipment, including the introduction of any and all new, improved or automated methods  
19 or equipment, the assignment of employees to specific jobs, the determination of job content and/or job  
20 duties and the combination or consolidation of jobs.

21 *Section 22.2* The Association recognizes the Employer's right to establish and/or revise  
22 performance standards. Such standards may be used to determine acceptable performance levels,  
23 prepare work schedules, and to measure the performance of each employee or groups of employees. In  
24 establishing new and/or revising existing performance standards, the Employer shall, within a  
25 reasonable time period prior to implementation, place said changes on an agenda of the Conference  
26 Committee for discussion.

27 *Section 22.3 Jurisdiction of Nursing Care Quality Assurance Commission.* The Employer  
28 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is

1 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in  
2 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality  
3 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and  
4 regulations.

5 It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also practice in  
6 conformity with the rules and regulations promulgated by the Washington State Board of Pharmacy.

7 It is understood by the parties that a Registered Nurse must notify the Nursing Office when  
8 action is taken by the Board of Nursing affecting his/her license. Nurses working in positions at the  
9 detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those  
10 facilities.

11 **Section 22.4 Progressive Discipline.** The principal objective of any disciplinary action short  
12 of termination shall be to improve the performance and efficiency of an employee. To that end,  
13 appointing authorities will utilize a system of progressive discipline. Examples of progressively severe  
14 disciplinary actions include:

- 15 a. Oral reprimand
- 16 b. Written reprimand
- 17 c. Suspension
- 18 d. Dismissal

19 The type and level of disciplinary action will be determined by the nature and severity of the  
20 behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right  
21 to the attendance of a representative at disciplinary and/or investigatory meetings.

22 **Section 22.5 Personnel File.** The employees covered by this Agreement may examine their  
23 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or  
24 designee. No other personnel files will be recognized by the Employer or the Association. Materials  
25 to be placed into any employee's personnel file relating to job performance or personal conduct or any  
26 other material that may have an adverse effect on the employee's employment shall be brought to  
27 his/her attention with copies provided to the employee for his/her signature. Employees who challenge  
28 material in their personnel files are permitted to insert material related to the challenge.

1 At the employee's request, materials relating to corrective counseling will be removed from the  
2 employee's file after a twelve (12) month period, unless another act of misconduct has been committed  
3 during the twelve (12) month period.

#### 4 **ARTICLE 23: DEFINITIONS**

5 ***Section 23.1 "Career service employee"*** means a county employee appointed to a career  
6 service position as a result of the selection procedure provided for in King County Code, Chapter 3, as  
7 amended, and who has completed the probationary period.

8 ***Section 23.2 "Career service position"*** means all positions in the county service except for  
9 those which are designated by Section 550 of the charter as follows: All elected officers; the county  
10 auditor, the clerk and all other employees of the county council; the county administrative officer; the  
11 chief officer of each executive department and administrative office; the members of all boards and  
12 commissions; administrative assistants for the executive and one administrative assistant each for the  
13 county administrative officer, the county auditor, the county assessor, the chief officer of each  
14 executive department and administrative office and for each board and commission; a chief deputy for  
15 the county assessor; one confidential secretary each for the executive, the chief officer of each  
16 executive department and administrative office, and for each administrative assistant specified herein;  
17 all employees of those officers who are exempted from the provisions of this chapter by the state  
18 constitution; persons employed in a professional or scientific capacity to conduct a special inquiry,  
19 investigation or examination; part-time and temporary employees; administrative interns; election  
20 precinct officials; all persons serving the county without compensation; physicians; surgeons; dentists;  
21 medical interns; and student nurses and inmates employed by county hospitals, tuberculosis  
22 sanitariums and Departments of the county.

23 Divisions in executive departments and administrative offices as determined by the county  
24 council shall be considered to be executive departments for the purpose of determining the  
25 applicability of Section 550 of the charter.

26 All part-time employees shall be exempted from career service membership except all part-time  
27 employees employed at least half time or more, as defined by ordinance, shall be members of the career  
28 service.

1           **Section 23.3 “Employee”** means any person who is employed in a career service position or  
2 exempt position.

3           **Section 23.4 “Employed at least half time or more”** means employed in a regular position  
4 which has an established work schedule of not less than one-half the number of hours of the full-time  
5 positions in the work unit in which the employee is assigned or when viewed on a calendar year basis,  
6 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty  
7 hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard. If  
8 the standard work week hours within a work unit varies (for instance, employees working both thirty  
9 five and forty hours), the director, in consultation with the department, will be responsible for  
10 determining what hour threshold will apply.

11           **Section 23.5 “Full-time regular employee”** means an employee employed in a full-time  
12 regular position and, for full-time career service positions, is not serving a probationary period.

13           **Section 23.6 “Full-time regular position”** means a regular position which has an established  
14 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five  
15 hour week is standard, or of not less than forty hours per week in those work units in which a forty-  
16 hour week is standard.

17           **Section 23.7 “Part-time employee”** means an employee employed in a part-time position.  
18 Under Section 550 of the charter, part-time employees are not members of the career service.

19           **Section 23.8 “Part-time position”** Means an other than a regular position in which the part-  
20 time employee is employed less than half time, that is less than 910 hours in a calendar year in a work  
21 unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a  
22 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.  
23 Where the standard work week falls between thirty-five and forty hours, the director, in consultation  
24 with the department, will be responsible for determining what hour threshold will apply. Part-time  
25 position excludes administrative intern.

26           **Section 23.9 “Part-time regular employee”** means an employee employed in a part-time  
27 regular position and, for part-time career service positions, is not serving a probationary period. Under  
28 Section 550 of the charter, such part-time regular employees are members of the career service.



1           **Section 23.10 “Part-time regular position”** means a regular position in which the part-time  
2 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in  
3 a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a  
4 full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

5           **Section 23.11 “Position”** means a group of current duties and responsibilities assigned by  
6 competent authority requiring the employment of one person.

7           **Section 23.12 “Probationary employee”** means an employee serving a probationary period in  
8 a regular career service position. Probationary employees are temporary employees and excluded from  
9 career service under Section 550 of the charter.

10           **Section 23.13 “Probationary period”** means a period of time constituting the final step in the  
11 competitive screening process for career service or for promotion from one career service position to  
12 another. An appointment to the career service, whether following successful completion of an initial  
13 probationary period of county employment or a promotional probationary period, shall not be final  
14 unless the employee successfully completes this probationary period.

15           **Section 23.14 “Provisional appointment”** means an appointment made in the absence of a list  
16 of candidates certified as qualified by the director. Only the director may authorize a provisional  
17 appointment. An appointment to this status is limited to six months.

18           **Section 23.15 “Provisional employee”** means an employee serving by provisional  
19 appointment in a regular career service position. Provisional employees are temporary employees and  
20 excluded from career service under Section 550 of the charter.

21           **Section 23.16 “Regular position”** means a position established in the county budget and  
22 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget  
23 detail report.

24           **Section 23.17 “Working Days”** for purposes of Article 5 Grievance Procedure shall be defined  
25 as Monday through Friday excluding observed holidays.

26           **Section 23.18 “Appointing Authority”** means the county council, the executive, chief officers  
27 of executive departments and administrative offices, or division managers having authority to appoint  
28 or to remove persons from positions in the county service.



1 **ARTICLE 24: TERM OF AGREEMENT**

2 This agreement covers the period from January 1, 2020, through December 31, 2020. The  
3 terms shall be in effect when ratified by the parties, unless a different effective date is specified.  
4 Written notice must be served by either party upon the other party of its intent to terminate or modify  
5 this Agreement not less than sixty (60) days prior to December 31, 2020.

6

7 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

8

9

10

11

By: \_\_\_\_\_

12

King County Executive

13


14

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For Washington State Nurses Association - Supervisors and  
Managers - Department of Public Health:

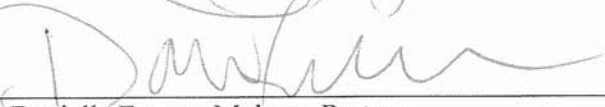
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17

  
\_\_\_\_\_  
Sara Frey, JD, BSN, RN, Nurse Representative

18

19

  
\_\_\_\_\_  
Danielle Franco-Malone, Partner  
Barnard Iglitzin & Lavitt LLP

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**Memorandum of Agreement  
By and Between  
King County  
and  
Washington State Nurses Association  
Representing Supervisors and Managers in  
the Department of Public Health**

**Subject: Nurse Supervisor – Juvenile Detention Agreement**

**Background:**

King County (the County) and the Washington State Nurses Association (the Association) are parties to a collective bargaining agreement (CBA) representing Supervisors and Managers in the Department of Public Health (contract code 320) that expires December 31, 2019. Historically, the Association has represented nurse supervisors working in County adult jail facilities, public health clinics, and other programs with nursing staff.

The purpose of this Agreement is to incorporate a new nurse supervisor position located in Juvenile Detention into the Association’s Supervisors and Managers bargaining unit and provide applicable terms and conditions of employment for the position.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>
3313310	332303	Nurse Supervisor - Jail

**Agreement:**

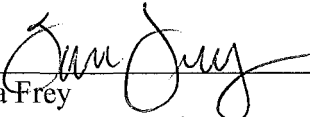
**1. Nurse Supervisor – Juvenile Detention.** All current rights and benefits provided by the CBA to the Personal Health Services Supervisor positions located at adult jail facilities shall apply to the nurse supervisor position located in juvenile detention. For purposes of determining contractual provisions applicable to the nurse supervisor in juvenile detention, CBA references to “Department” or “Health Department” shall mean and be inclusive of the Department of Adult and Juvenile Detention where the juvenile detention nurse supervisor position is located and funded. If the County or Union identifies a problem with the terms and conditions of employment provided by the CBA applying to the nurse supervisor position located in juvenile detention, either party may request to meet and discuss a resolution to the problem identified.

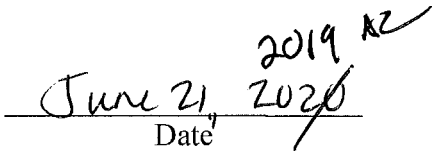
**a. Exception:** Currently, *Section 13.2 Work Week* of the CBA provides the basic work week is [SUN 12:00AM to SAT 11:59PM]. However, DAJDs’ standard work week is [SAT 12:00AM to FRI 11:59PM]. The Parties agree the juvenile detention position shall continue to use DAJDs standard work week identified above.

**2. Expiration.** This Agreement shall expire when it has been incorporated into the parties' CBA.

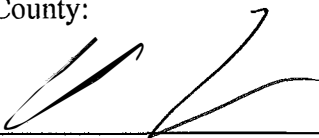
**3. Entire Agreement.** By signing below, the parties agree this is the full and final Agreement and agree to its terms.

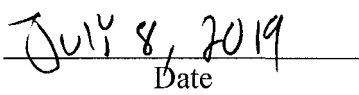
For the Washington State Nurses Association:

  
\_\_\_\_\_  
Sara Frey  
Nurse Representative

  
\_\_\_\_\_  
Date

For King County:

  
\_\_\_\_\_  
Andre Chevalier  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

  
\_\_\_\_\_  
Date

cba Code: 320

**ADDENDUM A**

Union Code(s): R3, R3A

**Washington State Nurses Association  
Supervisors and Managers - Department of Public Health  
1/1/2020 Salary Schedule (+1.50%)**

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	42.54	44.62	45.72	46.81	47.99	49.17	50.35	51.59	52.86	54.14	55.51
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	48.92	51.31	52.58	53.83	55.19	56.55	57.90	59.33	60.79	62.26	63.84
3313300	332302	Personal Health Services Supervisor (Clinic)	46.85	49.17	50.35	51.59	52.86	54.14	55.49	56.76	58.04	59.36	60.86
3313310	332303	Personal Health Services Supervisor (Jail)	53.88	56.55	57.90	59.33	60.79	62.26	63.81	65.27	66.75	68.26	69.99

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	49.56	51.97	53.22	54.48	55.78	57.14	58.51	59.94	61.35	62.84	64.38
ANNUAL			103,084.80	108,097.60	110,697.60	113,318.40	116,022.40	118,851.20	121,700.80	124,675.20	127,608.00	130,707.20	133,910.40
3319200	333601	Nurse Manager* (Jail)	56.99	59.77	61.20	62.65	64.15	65.71	67.29	68.93	70.55	72.27	74.04
ANNUAL			118,539.20	124,321.60	127,296.00	130,312.00	133,432.00	136,676.80	139,963.20	143,374.40	146,744.00	150,321.60	154,003.20

**\*Nurse Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions

cba Code: 320

**ADDENDUM A**

Union Code(s): R3, R3A

**Washington State Nurses Association  
Supervisors and Managers - Department of Public Health**

**7/1/2020 Salary Schedule (+3.00% above 1/1/2019)**

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	43.17	45.28	46.39	47.50	48.70	49.89	51.10	52.35	53.64	54.94	56.33
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	49.65	52.07	53.35	54.63	56.01	57.37	58.77	60.20	61.69	63.18	64.78
3313300	332302	Personal Health Services Supervisor (Clinic)	47.54	49.89	51.10	52.35	53.64	54.94	56.31	57.60	58.90	60.23	61.76
3313310	332303	Personal Health Services Supervisor (Jail)	54.67	57.37	58.77	60.20	61.69	63.18	64.76	66.24	67.74	69.26	71.02

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	50.29	52.74	54.00	55.28	56.61	57.99	59.38	60.82	62.25	63.77	65.33
		ANNUAL	104,603.20	109,699.20	112,320.00	114,982.40	117,748.80	120,619.20	123,510.40	126,505.60	129,480.00	132,641.60	135,886.40
3319200	333601	Nurse Manager* (Jail)	57.83	60.65	62.10	63.57	65.10	66.69	68.29	69.94	71.59	73.34	75.13
		ANNUAL	120,286.40	126,152.00	129,168.00	132,225.60	135,408.00	138,715.20	142,043.20	145,475.20	148,907.20	152,547.20	156,270.40

**\*Nurse Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions

**ADDENDUM B**  
**2020 CBA SUCCESSOR NEGOTIATION STIPULATIONS**  
**WSNA Supervisor Unit Agreement**

**BACKGROUND**

Seattle-King County Public Health is at the forefront of the evolving response to the COVID-19 pandemic in our community. King County nurses and nurse supervisors represented by the two WSNA bargaining units serve an integral and demanding role in advancing our COVID-19 response.

Given the extraordinary circumstances caused by the pandemic, the County and WSNA have agreed to a one (1) year collective bargaining agreement (CBA) extension with several agreed upon modifications and stipulations. The goals of the (1) year CBA are to provide an equity and market based general wage increase (GWI) for 2020 similar to the GWI provided to the Coalition of Unions, and to allow negotiation participants to focus on addressing COVID-19 related emergency healthcare needs.

**AGREEMENT**

**1. SUCCESSOR CBA NEGOTIATION IN 2020.** The County and Union (“parties”) have reached a number of tentative agreements to restructure and streamline the WSNA Staff and Supervisor CBAs. The parties have reviewed the specific language in the tentative agreements (“TAs”) noted in TABLE 1 below. The parties confirm by this Agreement that the specific language in each TA recorded below is accurate, and that TABLE 1 represents a complete recording of TAs.

The parties agree to commence successor CBA negotiations on or around August 2020 subject to healthcare staffing needs arising from the COVID-19 pandemic as determined by the parties. The parties may delay the commencement of negotiations to a mutually agreed date should operational and staffing needs require it.

In addition, the parties agree successor negotiations will include additional stipulations, as follows:

1. The TAs identified in Table 1 will be applied without change to the final tentative agreement that the respective negotiating committees will present to the WSNA membership and the King County Council for ratification. Furthermore, the parties agree the TAs on these Articles will not be considered “open” and subject to further negotiation in 2020, unless the parties mutually agree a change is warranted.
  
2. For the WSNA Staff Unit, the parties agree to prioritize completion of the Self-Scheduling Pilot in Jail Health Services first, and to establish a start date in 2020 for said pilot.


**2. TENTATIVE AGREEMENTS.** In Table 1, Articles listed as “CLOSED” are not subject to renegotiation for the successor to the 2020 CBA, and the parties further agree no proposals to change “CLOSED” Articles will be included in the successor negotiations for the CBA expiring December 31, 2020, absent mutual agreement.

<b>TABLE 1</b>			
<b>ARTICLES</b>	<b>STAFF</b>	<b>SUPERVISOR</b>	<b>OPEN / CLOSED</b>
<b>ARTICLE 1: PURPOSE</b>	TA	TA	CLOSED
<b>ARTICLE 2: NONDISCRIMINATION</b>	TA	TA	CLOSED
<b>ARTICLE 4: MANAGEMENT RIGHTS</b>	TA	TA	CLOSED
<b>ARTICLE 5: CONFERENCE COMMITTEES</b>	TA	TA	CLOSED
<b>ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS</b>	OPEN	TA	OPEN/CLOSED
<b>ARTICLE 20: DOMESTIC VIOLENCE</b>	TA	TA	CLOSED
<b>ARTICLE 24: MILITARY LEAVE</b>	TA	TA	CLOSED
<b>ARTICLE 28: SAFETY STANDARDS</b>	TA	TA	CLOSED
<b>ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL</b>	TA	TA	CLOSED
<b>ARTICLE 30: GRIEVANCE PROCEDURE</b>	TA	TA	CLOSED
<b>ARTICLE 31: WAIVER CLAUSE</b>	TA	TA	CLOSED
<b>ARTICLE 32: WORK STOPPAGES</b>	TA	TA	CLOSED
<b>ARTICLE 33: SAVINGS CLAUSE</b>	TA	TA	CLOSED
<b>ARTICLE 34: DEFINITIONS</b>	TA	TA	CLOSED




**3. ENTIRE AGREEMENT.** This Agreement contains the full and entire understanding between the parties concerning the topic of 2020 CBA SUCCESSOR NEGOTIATION STIPULATIONS in conjunction with terms in the CBA expiring December 31, 2020.

For the Washington State Nurses Association, Supervisors and Managers:


  
\_\_\_\_\_  
Sara Frey, JD, BSN, RN, Nurse Representative

6/10/2020  
Date

  
\_\_\_\_\_  
Danielle Franco-Malone, Partner  
Barnard Iglitzin & Lavitt LLP

6/9/20  
Date

For King County:

  
\_\_\_\_\_  
Andre Chevalier, Labor Negotiator  
Office of Labor Relations, King County Executive Office

6/24/20  
Date

**ADDENDUM C  
AGREEMENT  
BETWEEN  
KING COUNTY**

and

**WASHINGTON STATE NURSES ASSOCIATION  
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH  
PUBLIC HEALTH - SEATTLE & KING COUNTY**

**Subject: Goat Hill Garage and King Street Center Parking Rates for Employees Using Personal Vehicles**

King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under the collective bargaining agreement effective January 1, 2017 through December 31, 2019, who choose to use their own personal vehicles and park at the Goat Hill Garage or King Street Center will be subject to parking rates as follows. Parking fee reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County Correctional Facility.

Rates	Type	Current	Increase
<b>Monthly Rates</b>	Unreserved	\$260	\$300
	Reserved	\$300	\$385
	Carpool/Electric Car	\$182	\$210
	ADA	\$130	\$150
<b>Daily Rates</b>	Daily Maximum	\$15	\$20
	After-Hours / Weekend	\$7	\$7
	Motorcycles	\$5	\$5

For the Washington State Nurses Association, Supervisors and Managers:


  
Sara Frey, JD, BSN, RN, Nurse Representative

6/18/2020  
Date

  
Danielle Franco-Malone, Partner  
Barnard Iglitzin & Lavitt LLP

6/9/20  
Date

For King County:

  
Andre Chevalier, Labor Negotiator  
Office of Labor Relations, King County Executive Office

6/25/20  
Date

**ADDENDUM D  
AGREEMENT  
BETWEEN  
KING COUNTY**


**and**

**WASHINGTON STATE NURSES ASSOCIATION  
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH  
PUBLIC HEALTH - SEATTLE & KING COUNTY**

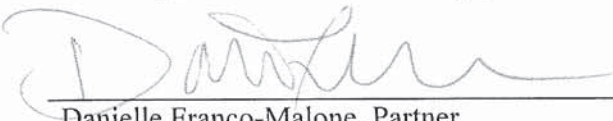
**Subject: Elimination of Meal Service in Jail Facilities**

The Washington State Nurses Association (the Association) and King County (the County) agree that the Department of Adult and Juvenile Detention may end meal service provided in jail facilities subsequent to the date that agreements to end meal service are ratified with the King County Corrections Guild (Department of Adult & Juvenile Detention) and the Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)). The terms of the parties' Collective Bargaining Agreement provide sufficient consideration for the elimination of meal service in jail facilities.

For the Washington State Nurses Association, Supervisors and Managers:

  
\_\_\_\_\_  
Sara Frey, JD, BSN, RN, Nurse Representative

6/18/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Danielle Franco-Malone, Partner  
Barnard Iglitzin & Lavitt LLP

6/9/20  
\_\_\_\_\_  
Date

For King County:

  
\_\_\_\_\_  
Andre Chevalier, Labor Negotiator  
Office of Labor Relations, King County Executive Office

6/24/20  
\_\_\_\_\_  
Date

**Addendum E  
Memorandum of Agreement  
By and Between  
King County  
and  
Washington State Nurses Association  
Representing Supervisors and Managers  
in the Department of Public Health**

**Subject: WSNA Bargaining Unit FLSA Workweek Transition Agreement**

**Background**

Currently, employees in the Washington State Nurses Association (the Association) bargaining unit representing Supervisors and Managers are primarily on a non-standard FLSA workweek for the County: beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday. This workweek creates administrative issues because it does not line up with the County standard FLSA workweek that most other Public Health employees are on nor does it correspond to the County biweekly payroll cycle. To improve paycheck readability and to improve scheduling of bargaining unit employees that work on teams with other Public Health employees, the parties have agreed to a phased FLSA workweek transition to the County standard workweek: [i.e., beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday]

**Agreement**

The County will initiate a phased transition to the standard County FLSA workweek [i.e., beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday] by individual division groups in the bargaining unit (e.g., Community Health Services, Prevention) upon notice to the Association and to impacted employees. The notice shall contain the number of employees impacted by the transition in FLSA workweek, the division(s) involved, the date(s) of the FLSA workweek transition, and pertinent information related to the new FLSA workweek. Employees will not incur a loss of pay as result of the transition to the new FLSA workweek. This Agreement shall become effective immediately upon signature of the parties below.

For the Washington State Nurses Association:



\_\_\_\_\_  
Danielle Franco-Malone  
Legal Counsel

\_\_\_\_\_  
April 28, 2020

Date

For King County:



\_\_\_\_\_  
Andre Chevalier  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

\_\_\_\_\_  
April 28, 2020

Date